



city of
Ankeny

bringing it all together

Gary J. Mikulec

Chief of Police

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MEMORANDUM

TO: Carl Metzger, City Manager
FROM: Gary Mikulec, Police Chief
DATE: April 5, 2010
RE: Polk County Animal Control Contract

Comparisons:

Old Contract

\$72 regular hours call
\$85 after regular hours
\$105 Sundays and holidays
25% redemption fee

Proposed Contract

\$82.00 regular hours call
\$96.50 after regular hours
\$119 Sundays and holidays
25% redemption fee

\$75 additional fee for dead animal removal **(new)**

Will not remove dead or injured deer **(new)**

Will not remove dangerous/exotic animal **(new)**

- New contract effective July 1, 2010 through June 30, 2013
- Rate increases will be sent by the County on or about May 1st during the contract term.
- This contract does not reflect any rates by the Animal Rescue League (ARL)

It is my recommendation that the City sign the contract with Polk County Public Works Department for animal control. The only time we bear a cost is in the event we call Polk County for the service. At this time we last used Polk County for animal services in June 2009 at a cost of \$72.00.

GM



COUNTY OF POLK

Public Works Department

Larry Land, Director
5885 NE 14 Street
Des Moines, Iowa 50313
Ph 515.286.3705
Fax 515.286.3437
Email: publicwrks@co.polk.ia.us
www.co.polk.ia.us

April, 2, 2010

Mr. Carl Metzger
City Manager
City of Ankeny
401 W. 1st Street
Ankeny, Iowa 50023

RE: Animal Control Cooperative Service Agreement

Dear Mr. Metzger,

This correspondence is regarding the Cooperative Service Agreement between the City of *Ankeny* and Polk County for animal control Services. The current Cooperative Service Agreement with the City of Ankeny expires on June 30, 2010. Polk County has enclosed the proposed Cooperative Service Agreement for the period of July 1, 2010 through June 30, 2013. The modifications made to the agreement reflect these date changes and the FY 2010/11 fees for service.

Should the City of Ankeny wish to continue this Cooperative Service Agreement please forward the signed agreement to our offices by May 14, 2010, as it is the Polk County Public Works Department's expectation to place the signed agreement on the May 25, 2010 Board of Supervisors agenda for approval.

Thank you in advance for attention to this matter and feel free to contact our office should you have any questions.

Sincerely,

Larry Land, Director
Polk County Public Works

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

THE CITY OF ANKENY, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors, hereinafter referred to as the "County", and the City of Ankeny, hereinafter referred to as the City.

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective July 1, 2010, upon its approval and execution by the parties, and shall remain in effect until June 30, 2013.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the City are listed in Attachment C.
6. Attachment D is an exemption for non-domesticated, exotic and dangerous animals.
7. Attachment E is a detailed fee schedule.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. Polk County Public Works shall administer performance of this Agreement for Polk County.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during

the terms of the agreement.

11. In the event of a breach by any entity of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the office of the Polk County Auditor and in the office of the City Clerk.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

_____ day of _____ 20__

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Ankeny has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by the City of Ankeny, Iowa

_____ day of _____ 20__

City of Ankeny

Attest _____

Mayor

ATTACHMENT A

The purpose of this Agreement is to provide for Polk County to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

ATTACHMENT B

Duties of the County

Polk County, shall respond only to calls dispatched from the Polk County Sheriff's Dispatch (Dispatch) requesting retrieval and impoundment of abandoned or at-large animals described by the Ankeny Police Department or requesting retrieval of animals then in the custody of Ankeny city employees. The County will transport any animals retrieved within the limits of the City to the Polk County holding facilities of the Animal Rescue League of Iowa, Inc. (the "League").

The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office, for the purpose of attempting to locate and capture the animals complained of, and retrieval and impoundment of the animals. The County shall not be responsible for overall enforcement of any state law or regulation applicable within the corporate boundaries of the City, nor for enforcement of any animal control ordinance, rule or regulation of the City. The County will make a reasonable attempt to locate, retrieve or impound particular animals. The parties agree that the County may not be able to locate, retrieve or impound the particular animal. The County will not be responsible for the care, treatment or ultimate disposition of any animal delivered to the League holding facilities. The County will inform the League to follow any written instructions received from the City with respect to animals transported from within the City's corporate limits and absent such instructions, to treat any such animal the same as a comparable animal captured in an unincorporated area of the County, however, the County will not be responsible for the failure of the League to follow any such instructions.

Additionally, the County will, on behalf of and as agent for the City, receive from and pay to the League bills for acceptance, boarding and other services provided to animals picked up by Polk County animal control staff, within the corporate limits of the City. The City acknowledges that the amounts of such fees are established by negotiation with the League, are not wholly within the control of the County, and may vary from time to time during the term of this Agreement with no prior notice to the City. The rate per animal charged the City will not exceed

the rate per animal which the County pays for comparable animals picked up in an unincorporated area of the County.

The County will bill the City on a monthly basis for services provided hereunder. Bills will detail the number of trips and any unbilled charges of the League, or another facility pursuant to Attachment D, and shall specify the total amount due the County.

ATTACHMENT C
DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office, regardless if the staff is successful in picking up the animal or the Officer is notified the request is no longer needed.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

ATTACHMENT D

Non-Domesticated Animal Exemption

The parties understand that the League may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated animals and those animals considered dangerous or exotic. The County will not pick up unacceptable animals except in instances where police believe an emergency situation exists. If the City police believe an emergency exists, an officer shall inform Dispatch of the emergency situation prior to the dispatch of Animal Control Officers. An emergency call received by Dispatch shall authorize pick up without prior agreement on disposition and if the pick up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. The City agrees to reimburse the County for all costs incurred by the County, for acceptance, boarding and other services provided by any facility chosen pursuant to this paragraph. The City shall pay Polk County a personnel and vehicle fee, as described in Attachment E, on a monthly basis. For the purpose of this agreement, dead animals do not constitute an emergency situation. An additional fee in addition to the personnel and vehicle fee will be required for the pick-up of dead animals, as described in Attachment E. Dead or injured deer will be the responsibility of the City.

ATTACHMENT E

FEE SCHEDULE

The City shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$82.00 for each dispatched call during regular hours

\$96.50 for each dispatched call after regular hours

\$119.00 for each dispatched call after regular hours on Sunday and holidays

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D.

The above charges represent the actual cost for the period July 1, 2010 to June 30, 2011.

Each year the chargeable rate will reflect actual costs. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.